



Order under Section 69 Residential Tenancies Act, 2006

Citation: Capreit Limited Partnership v McKenzie, 2026 ONLTB 31566

Date: 2026-04-20

File Number: LTB-L-103122-25

In the matter of: 305, 3 KNIGHTSBRIDGE RD
BRAMPTON ON L6T3X3

Between: Capreit Limited Partnership

Landlord

And

Mark McKenzie

Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Mark McKenzie (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 17, 2026.

Only the Landlord's agent, Mehul Jani, and the Landlord's representative, Geoff Paine, attended the hearing.

As of 10:09 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. The tenancy continues, however, subject to certain conditions placed on the Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial Interference

3. On October 14, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on October 19, 2025. The notice of termination alleged that the Tenant had installed

an unauthorized lock on the unit entry door which substantially interfered with the Landlord's lawful rights, privileges and interests.

4. The Landlord's agent stated that he attended at the unit on September 23, 2025 for the purpose of conducting a safety inspection. Despite using the master key to unlock the Tenant's door, they were unable to enter the unit because the Tenant had installed a secondary lock on the unit entry door without the Landlord's permission. Despite serving subsequent notices of entry, the Landlord's attempts to enter the unit on September 25 or October 1, 2025 were barred by the Tenant's unauthorized second lock. After serving the Tenant with the N5 notice, the Landlord attempted to enter the unit on October 22, 2025. They could not do so because the Tenant had not removed the unauthorized secondary from the unit entry door.
5. The Landlord produced a video of the Landlord's witness attempting to enter the unit on March 3, 2026 [Doc 7538255] which confirms that despite using the master lock on the Tenant's entry, the door does not open.
6. The Landlord's representative submitted that the unit is contained in a multi-level high rise building containing 300 living units. The Landlord has been unable to conduct a safety inspection of the Tenant's unit for over a year and the inability to access the unit poses a safety risk to all residents in the building, especially if there is a flood or a fire.
7. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant installed an unauthorized secondary lock on the unit entry door. I find that the Tenant did not stop the conduct or activity after receiving the N5 notice of termination. Therefore, I find that the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
8. I find that the Tenant's conduct has substantially interfered with the Landlord's lawful rights, privileges and interests.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

10. Although the Tenant did not attend the hearing to provide evidence of their circumstances, the Landlord's representative stated that the Landlord is not requesting that the tenancy be terminated. Instead, the Landlord requests an order that the tenancy continues as long as the Tenant removes the unauthorized lock from the unit entry door.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act, especially in light of the Landlord's request for a conditional order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - a) On or before May 1, 2026, the Tenant shall remove all unauthorized secondary locks from the unit entry door;
 - b) The Tenant shall refrain from installing any unauthorized locks on the unit entry door for the duration of the tenancy;
 - c) Provided the Landlord has given the Tenant a proper 24-hour notice of entry, the Tenant shall not deny access into the unit by the Landlord, the Landlord's staff or the Landlord's contractors.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 21, 2026 at 4.00% annually on the balance outstanding.

April 20, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.